

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: _____

SANTOS BETANCO,
Plaintiff,
v.

Z D S CONSTRUCTION CORP.,
Defendant.

_____ /

COMPLAINT
(FLSA-Unpaid Overtime)

Plaintiff, SANTOS BETANCO (“BETANCO”) files this Complaint against Defendant, Z D S CONSTRUCTION CORP., (“ZDS”), for unpaid overtime compensation pursuant to the Fair Labor Standards Act, and states:

JURISDICTION AND VENUE

1. This action is brought against the Defendant pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C § 201, et seq.

2. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C § 1331 and 29 U.S.C. § 216(b).

3. Venue is proper in the Southern District of Florida, pursuant to 28 U.S.C §§ 1391 (b) and (c), because Plaintiff was employed by Defendant in this District; because Defendant, at all material times, conducted and continues to conduct business in the Southern District of Florida; because the acts that gave rise to Plaintiff’s claims

happened within the Southern District of Florida; and because the Defendant is subject to personal jurisdiction herein.

CONDITIONS PRECEDENT

4. All conditions precedent to this action have been performed or waived.

GENERAL ALLEGATIONS

5. ZDS is a construction services company, offering framing, steel, foundation, carpentry, and concrete wall to construction block installation for residential and commercial builds.

6. Plaintiff is a resident of this District and is over the age of 18 years old.

7. During all times relevant to this Complaint, Plaintiff was employed by Defendant as a laborer in this District.

8. During the Plaintiff's employment with ZDS, Plaintiff was directly regularly engaged in interstate commerce and therefore was an "employee" as defined by 29 U.S.C § 203 (e).

9. Defendant is a For-Profit Corporation registered to do business within this District.

10. At all times relevant hereto, Defendant was a covered "employer" under the FLSA, 29 U.S.C §§ 203 (d) and (s)(1) in that it had employees engaged in interstate commerce.

11. BETANCO worked for the Defendant as a carpenter from October 25, 2021 until December 18, 2021.

12. At all relevant times, BETANCO worked approximately 45 hours to 50 hours a week.

13. BETANCO was only made to clock-in when he came into work and to clock out when he left.

14. BETANCO received his weekly wages in an envelope, which contained the cash, the amount that it cost to cash the check and the amount that was subtracted from his pay.

15. The paystubs received by BETANCO did not contain the taxes withheld or the number of hours worked.

16. ZDS knew that BETANCO worked overtime, and that the FLSA requires employees in his position to be compensated at time and one-half per hour for overtime pay.

17. Records, if any, concerning the number of hours worked by BETANCO are in the possession, custody and control of ZDS.

ATTORNEY REPRESENTATION

18. Plaintiff has retained the undersigned law firm and has agreed to a pay reasonable fees for their services.

COUNT I: VIOLATION OF FLSA/OVERTIME

19. Plaintiff re-alleges and re-avers paragraphs 1 through __ as fully set forth herein.

20. During the course of Plaintiff's employment, ZDS, has willfully violated by failing to properly pay BETANCO overtime wages.

21. Plaintiff was not exempt from the overtime provision of the FLSA pursuant to 29 U.S.C § 213 (a).

22. Defendant has knowingly and willfully failed to pay BETANCOS overtime in violation of the FSLA.

23. As a result of Defendant's willful violations of the FSLA, Plaintiff is entitled to liquidated damages.

24. BETANCO has retained the undersigned firm to represent him in this action, and pursuant to 29 U.S.C § 216 (b), Plaintiff is entitled to recover all reasonable attorney's fees and costs incurred in this action from ZDS.

WHEREFORE, Plaintiff SANTOS BETANCO demands judgement against Defendant, Z D S CONSTRUCTION COMPANY, for damages including unpaid overtime encompassing his entire tenure with the company prior to filing of this lawsuit for Defendant's willful violation of the FLSA, liquidated damages, interest, fees, costs and such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff, SANTOS BETANCO, hereby demands a trial by jury on all issues so triable.

Date: May 12, 2022

Respectfully submitted,

By: /s/ Gina Cadogan
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